

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 13
JAMES JOHN KUBASKO :
Debtor(s) : CASE NO. 5-20-00462

JAMES JOHN KUBASKO :
Movant :
vs. :
LACKAWANNA COUNTY TAX CLAIM :
BUREAU, LACKAWANNA RIVER BASIN :
SEWER AUTHORITY, PNC BANK, NA, :
PORTNOFF LAW ASSOCIATES, :
INTERNAL REVENUE SERVICE, PA :
DEPARTMENT OF REVENUE, and :
CHARLES J. DEHART, III, ESQUIRE :
Respondents :

MOTION TO VACATE ORDER DATED MAY 12, 2020

NOW COMES, James John Kubasko, the above Debtor, by and through his
counsel, Tullio DeLuca, Esq. and files this Motion to Vacate Order dated May 12, 2020 and
states the following:

1. Debtor filed a Chapter 13 bankruptcy petition with the United States Bankruptcy Court.
2. Debtor filed a Motion to Approve Private Sale of Real and Personal Property Free and Clear of All Liens, Charges and Encumbrances on April 22, 2020.
3. An Order denying the Motion was entered on May 12, 2020 due to failure to file a Certificate of Service.
4. The Order, Notice and Motion to Sell Free and Clear of All Liens, Charges and Encumbrances was served on all Respondents on April 23, 2020. A copy of the Certificate of

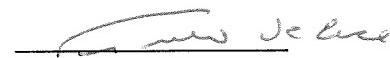
Service is attached hereto and marked as Exhibit "A".

5. The Certificate of Service was inadvertently not filed due to the stay at home Order and the Office working remotely.

6. There have been no Objections to the Motion to Approve Private Sale of Real and Personal Property Free and Clear of All Liens, Charges and Encumbrances by any creditors and/or Respondents.

WHEREFORE, the Debtor respectfully requests that the Court Vacate the Order dated May 12, 2020 and enter an Order granting Debtor's Motion to Approve Private Sale of Real and Personal Property Free and Clear of All Liens, Charges and Encumbrances without further hearings.

Date: 5/14/2020



Tullio DeLuca, Esquire
PA ID 59887
Counsel for Debtor
381 N. 9th Avenue
Scranton, PA 18504
(570) 347-7764

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:

)
JAMES JOHN KUBASKO) Chapter: 13
) Case Number: 5-20-00462
)
DEBTOR(S))

CERTIFICATE OF SERVICE

I certify that I am more than 18 years of age and that on April 23, 2020, I served a copy of the Debtor's Motion to Sell Free and Clear of All Liens, Charges and Encumbrances, Notice and Order on the following parties in this matter:

| Name and Address | Mode of Service |
|------------------------------|--|
| All Parties on Attached List | All parties served via first class US mail, postage pre-paid |
| | |
| | |

I certify under penalty of perjury that the foregoing is true and correct.

Date: April 23, 2020

Name: Lisa Monchak

Address: 381 N. 9th Avenue
Scranton, PA 18504
570-347-7764

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

James John Kubasko,
aka James Kubasko, aka James J. Kubasko, aka James Kubasko,
aka James J. Kubasko Jr., aka James John Kubasko Jr., aka James
Kubasko Jr.,

Debtor 1

Chapter: 13

Case number: 5:20-bk-00462-RNO

Document Number: 33

Matter: Motion for Sale Free and Clear of
Liens

James John Kubasko
Movant(s)

vs.

LACKAWANNA COUNTY TAX CLAIM BUREAU,
LACKAWANNA RIVER BASIN SEWER AUTHORITY
PNC BANK, NA
PORTNOFF LAW ASSOCIATES
INTERNAL REVENUE SERVICE
PA DEPARTMENT OF REVENUE
CHARLES J. DEHART, III, Trustee
Respondent(s)

Order

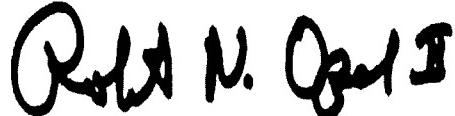
Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R 4001-6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

IT IS FURTHER ORDERED that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

| | |
|---|-------------------------------------|
| United States Bankruptcy Court The hearing will be held telephonically, using CourtCall. Please contact them, at 866-582-6878, no later than 24 hours, before your hearing. | Date: 5/28/20 Time: 09:30 AM |
|---|-------------------------------------|

Dated: April 22, 2020

By the Court,



Honorable Robert N. Opel, II
United States Bankruptcy Judge

By: Deborah George, Deputy Clerk

Initial requests for a continuance of hearing (*L.B.F. 9013-3, Request to Continue Hearing/Trial with Concurrence*) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing telephonically shall be made in accordance with L.B.R. 9074-1(a).

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)

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PORTNOFF LAW ASSOCIATES, :
INTERNAL REVENUE SERVICE, PA :
DEPARTMENT OF REVENUE, and :
CHARLES J. DEHART, III, ESQUIRE :
Respondents :

NOTICE OF DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND
PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND
ENCUMBRANCES

NOTICE IS HEREBY GIVEN THAT:

Debtor, James John Kubasko, reside at 79 West Shore Dr., Jefferson Twp., PA 18436 and seeks leave to sell real property of the above captioned case located at 219 Franklin Ave., Jermyn, PA, along with personal property and fixtures to Legacy Development Corp., for the sum of Twenty Three Thousand (\$23,000.00) Dollars. The sale is to be free and clear of all liens, charges and encumbrances, with all valid liens and encumbrances to be paid at time of closing.

The Debtors further request the Court to allow distribution of the proceeds from the sale of real and personal property as follows:

- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;

- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

The Sale is not subject to higher and better offers.

Any inquiries regarding the sale and/or to request for copies of the motion or a time and date to examine the property prior to the sale, can be made directly to Debtor's Counsel, Tullio DeLuca, Esquire.

Hearing on any Answers or Objections will be heard on May 28, 2020 at 9:30 a.m.. The hearing will be held telephonically, using CourtCall. Please contact them at 866-582-6878, no later than 24 hours, before the hearing. If no objection and request for hearing are timely filed with the Bankruptcy Clerk, 197 South Main Street, Wilkes-Barre, PA 18701 to the sale of the aforementioned real and personal property on the above terms and conditions on or before **May 14, 2020**, the Court may grant the relief requested. If you desire to contest this matter, file a written objection in the form of responsive pleading and request a hearing with a copy to Tullio DeLuca, Esquire at the address below: Any filing must conform to the Rule of Bankruptcy Procedures unless the Court determines otherwise.

Date of Notice: April 23, 2020

Tullio DeLuca, Esquire
381 N 9th Avenue
Scranton, PA 18504
(570) 347-7764

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DEPARTMENT OF REVENUE, and :
CHARLES J. DEHART, III, ESQUIRE :
Respondents :

DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND PERSONAL
PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND ENCUMBRANCES

AND NOW COMES, James John Kubasko, the Debtor, and files this Motion for an

Order Approving a Private Sale of Real and Personal Property Free and Clear of all Liens,

Charges and Encumbrances:

1. James John Kubasko (hereinafter the "Debtor") filed a Chapter 13 bankruptcy proceeding with the U.S. Bankruptcy Court for the Middle District of Pennsylvania.
2. Charles J. DeHart, III, Esq. was appointed the Chapter 13 Trustee.
3. On the date that the Petition was filed there existed real property, of the estate located at 219 Franklin Ave., Jermyn, PA along with personal property and fixtures.
4. The Debtors wish to sell the property to Legacy Development Corp., for the sum of Twenty Three Thousand (\$23,000.00) Dollars. A copy of the agreement of sale is attached hereto, made a part hereof, and labeled Exhibit "A".

5. The Respondents named in the above caption, may have a lien(s) on the property or other interests in the property to be sold.

6. That this Motion to Sell Real and Personal Property Free and Clear of Liens, Charges and Encumbrances has been filed by the Debtors because the offer approximates the fair market value.

7. The Debtor further requests the Court to allow distribution of the proceeds from the sale of the real estate at settlement, pursuant to the priority of the United States Bankruptcy Court as follows:

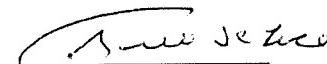
- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

8. The Debtor shall be allowed to escrow funds at closing for potential capital gains tax liability as may be needed.

9. The Debtors request the Court to issue a date by which responses, if any, objecting to the sale of real property free and clear of liens, charges and encumbrances may be filed, and to grant the requested relief, to wit, to hold the sale of the aforementioned real property free and clear of all liens, charges and encumbrances.

WHEREFORE, the Debtors respectfully request that the Movant's Motion to approve Private Sale of Real and Personal Property located at 219 Franklin Ave., Jermyn, PA, be hereby approved and an Order issued authorizing the Debtors to sell the above real and personal property free and clear of all liens, charges and encumbrances to Legacy Development Corp. with normal and customary closing costs paid from the sale proceeds as indicated above, less Debtors' exemption. Debtors shall be allowed to escrow funds at closing for a potential capital tax gain liability.

Respectfully submitted,



Tullio DeLuca, Esq.
Attorney for Debtor
381 N. 9th Avenue
Scranton, PA 18504
(570) 347-7764

1 2. **By this Agreement**, dated February 11, 2020

3 3. Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the Identified Property.

4 4. PURCHASE PRICE AND DEPOSITS (4-14)

5 5. (A) Purchase Price \$ 23,000.00

6 6. (Twenty-Three Thousand)

7 7. 1. Initial Deposit, within ____ days (5 if not specified) of Execution Date, _____ U.S. Dollars), to be paid by Buyer as follows:

8 8. if not included with this Agreement:

9 9. \$ 1,000.00

10 10. 2. Additional Deposit within ____ days of the Execution Date: \$ _____

11 11. \$ _____

12 12. 3. Remaining balance will be paid at settlement.

13 13. (B) All funds paid by Buyer, including deposit, will be paid by check, cashier's check or wired funds. All funds paid by Buyer

14 14. within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-

15 15. sonal check.

16 16. (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here): _____

17 17. who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or

18 18. termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations

19 19. of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this

20 20. Agreement.

21 3. SELLER ASSIST (If Applicable) (1-10)

22 22. Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward

23 23. Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is

24 24. approved by mortgage lender.

25 4. SETTLEMENT AND POSSESSION (4-14)

26 26. (A) Settlement Date is March 11, 2020, or before if Buyer and Seller agree.

27 27. (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless

28 28. Buyer and Seller agree otherwise.

29 29. (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:

30 30. current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer

31 31. fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will

32 32. pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

33 33. (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

34 34. 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

35 35. 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December

36 36. 31. School tax bills for all other school districts are for the period from July 1 to June 30.

37 37. (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

38 38. (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

39 39. (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures

40 40. broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property

41 41. is subject to a lease.

42 42. (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and

43 43. assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.

44 44. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer

45 45. will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this

46 46. Agreement.

47 47. Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

48 5. DATES/TIME IS OF THE ESSENCE (1-10)

49 49. (A) Written acceptance of all parties will be on or before: February 12, 2020

50 50. (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the

51 51. essence and are binding.

52 52. (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by

53 53. signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-

54 54. ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be

55 55. initialied and dated.

56 56. (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-

57 57. ment of the parties.

58 58. (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms

59 59. and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable

60 60. to all parties, except where restricted by law.

61 61. Buyer Initials: 

62 62. Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

63 63. Seller Initials: 

SJAVA, IF APPLICABLE

- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
 - d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) Real Estate Seller Disclosure Law

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) Public and/or Private Assessments

- 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:**

2. Seller knows of no other potential notices (including violations) and/or assessments except as follows:

(G) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) Internet of Things (IoT) Devices

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
 4. This paragraph will survive settlement.

11. WAIVER OF CONTINGENCIES (9-05)

WAIVER OF CONTINGENCIES (9-05)
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.

12 BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)

(A) Rights and Responsibilities

- Rights and Responsibilities:**

 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgagee(s), surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
 3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.
Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

22 *Player Initiatives*

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ASR Page 6 of 14

Seller Initials

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- (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All Inspections shall be non-invasive, unless otherwise agreed in writing. If the same Inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)
- (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

(W) Waived

Elected Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

(W) Waived

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:

(W) Waived

Water Service

Elected Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

(W) Waived

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picocuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

(W) Waived

On-lot Sewage (If Applicable)

Elected Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

(W) Waived

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

(W) Waived

Seller Initials:

JK

219 Franklin

387 Buyer Initials:

SM

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704
ACE
written agreement n.

388 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
389 flood insurance agents regarding the need for flood insurance and possible premium increases.
390 **Property Boundaries.**
391 **Elected** _____
392 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
393 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property
394 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
395 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representa-
396 tions of size of property are approximations only and may be inaccurate.
397 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**
398 **Elected** _____
399 Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct
400 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint
401 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard
402 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved
403 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a
404 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and
405 any lead-based paint records regarding the Property.
406 **Other** _____
407 **Elected** _____
408 The inspections elected above do not apply to the following existing conditions and/or items: _____
409 _____
410 **(D) Notices Regarding Property & Environmental Inspections**
411 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
412 the surface of a structure where it may cause mold and damage to the building's frame.
413 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
414 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
415 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-
416 sibility to dispose of them properly.
417 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
418 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
419 the property would be affected or denied because of its location in a wetlands area.
420 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
421 pollen and viruses) have been associated with allergic responses.
422 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
423 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
424 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
425 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
426 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
427 calling 1-877-724-3258.
428 **13. INSPECTION CONTINGENCY (10-18)**
429 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each inspection elected
430 in Paragraph 12(C).
431 (B) Within the stated Contingency Period and as the result of any inspection elected in Paragraph 12(C), except as stated in
432 Paragraph 13(C):
433 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in
434 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in
435 Paragraph 28 of this Agreement, OR
436 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
437 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer
438 according to the terms of Paragraph 26 of this Agreement, OR
439 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
440 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by
441 Buyer.
442 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform
443 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of
444 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or
445 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
446 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
447 Period. During the Negotiation Period:
448 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
449 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
450 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
451 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
452 Buyer Initials: *[Signature]* _____
Seller Initials: *[Signature]* _____
219 Franklin

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- written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

 - (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within _____ 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:

 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within _____ 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (9-18)

- 11. TITLES, SURVEYS AND COSTS (9-18)**

(A) Within ____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.

(B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

(C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

(D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.

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Seller Initials: J/K

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- PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

18. MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any part of the Property included in the sale fails before settlement, Seller will:

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

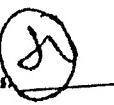
If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

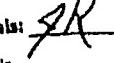
(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

Buyer Initials: 

Seller Initials: 

219 Franklin

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to pursue litigation even after a distribution is made.

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upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights

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and Seller or a final court order. Buyer and Seller agree that the distribution of deposit monies based

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for distribution, Broker and Seller are advised to hold the deposit until receipt of the deposit monies prior to

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receipt of litigation or mediation. Buyer and Seller agree that the distribution of deposit monies based

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for distribution, Broker will continue to hold the deposit until receipt of the deposit monies prior to

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receipt of a written notice of litigation from either party to the other party to the agreement to settle between Buyer and Seller

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agreement, whichever is earlier, when the Broker holds written notice that the dispute is before a court or arbitration panel.

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(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved

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days (180 if not

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deposited to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the

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Broker how to distribute some or all of the deposit monies.

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2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing

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agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

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1. If this agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written

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declaration who is entitled to the deposit monies will settle the dispute. Broker can only release the deposit monies.

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(B) Regardless of the agreement contained in the Purchase Price Document to claims by Buyer and/or Seller for the deposit monies to

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Temporary holding of the Agreement may occur for other reasons giving rise to claims of Purchasing (26(B)). and this Agreement will be VOID.

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(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all

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26. DEFALKT, TERMINATION AND RETURN OF DEPOSITS (4-14)

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(D) Broker(s) have provided or may provide services to assist in uncomplicated disputes in compiling with this Agreement.

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(C) Any disputes required by this Agreement will be compiled in a workmanlike manner.

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containing therein.

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conditions existing in the locale where the Property is situated; nor have they made any modification of any of the systems

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structural soundness of the Property, the age or condition of the components, abnormalities, or damage to the system

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Broker, his licensees, employees, officers to inspection conclusions he held in this Agreement. Buyer acknowledge that

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IN ITS PRESENT CONDITION, subject to inspection conclusions he held in this Agreement. Buyer acknowledge that

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closely license held herein before signing this Agreement to prevent the right to do so, and agrees to personal property

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(B) Unless otherwise stated in this Agreement has unspecified the right to terminate the Property (including fixtures and personal property spe-

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be aliened, abandoned, exchanged or modified except in writing except by the parties.

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repairs or conditions, claims, advertising or modifications, of any kind whatsoever concerning this sale. This Agreement will not

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762 32. SPECIAL CLAUSES (1-10)
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- (A) The following are attached to and made part of this Agreement if checked:
- Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
 - Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
 - Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
 - Appraisal Contingency Addendum (PAR Form SOP)
 - Short Sale Addendum (PAR Form SHS)

(B) Additional Terms:

Contents as is, nothing will be removed ✓

789 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.
 790 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

791 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are
 792 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

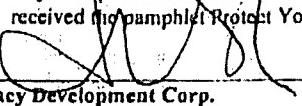
793 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all
 794 parties constitutes acceptance by the parties.

795 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

796 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

797 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
 798 before signing this Agreement.

799 Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
 800 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

801 BUYER  DATE 2/11/20

802 BUYER _____ DATE _____

803 BUYER _____ DATE _____

804 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

805 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

806 SELLER  DATE 2-12-20

807 SELLER _____ DATE _____

808 SELLER _____ DATE _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

| | | |
|---------------------------------|---|---------------------|
| IN RE: | : | CHAPTER 13 |
| JAMES JOHN KUBASKO | : | |
| | : | |
| Debtor(s) | : | CASE NO. 5-20-00462 |
| JAMES JOHN KUBASKO | : | |
| Movant | : | |
| vs. | : | |
| | : | |
| LACKAWANNA COUNTY TAX CLAIM | : | |
| BUREAU, LACKAWANNA RIVER BASIN | : | |
| SEWER AUTHORITY, PNC BANK, NA, | : | |
| PORTNOFF LAW ASSOCIATES, | : | |
| INTERNAL REVENUE SERVICE, PA | : | |
| DEPARTMENT OF REVENUE, and | : | |
| CHARLES J. DEHART, III, ESQUIRE | : | |
| Respondents | : | |

**ORDER GRANTING DEBTOR'S MOTION FOR PRIVATE SALE OF REAL AND
PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND
ENCUMBRANCES**

Upon consideration of the within Motion and after Notice duly given to the Creditors and other parties in interest, the Debtor, James John Kubasko, is hereby granted leave to sell real property located at 219 Franklin Ave., Jermyn, PA along with personal property and fixtures to Legacy Development Corp for the sum of Twenty Three Thousand (\$23,000.00) Dollars. All valid liens and encumbrances to attach to the proceeds of said sale, except the encumbrances of outstanding real estate taxes.

Further, the Debtors are granted leave to allow distribution of the proceeds of the sale at closing as follows:

- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

Further, the Debtors are allowed to escrow funds at closing for a potential capital tax gain liability.

Date

J.